

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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**REQUEST FOR PAYMENT OF
ADMINISTRATIVE EXPENSE**

In re:
Rite Aid Hdqtrs. Corp.

Chapter 11
Case Number: 23-18999

NOTE: This form should not be used for an unsecured claim arising prior to the commencement of the case. In such instances, a proof of claim should be filed.

Name of Creditor: SAS Institute Inc.
(The person or other entity to whom the debtor owed money or property.)

Name and Addresses Where Notices Should Be Sent:

K&L Gates LLP, Attn: Brandy A. Sargent
One SW Columbia Street, Suite 1900
Portland, OR 97204

- ☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- ☐ Check box if you have never received any notices from the bankruptcy court in this case.
- ☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

Check here if this request:
☐ replaces a previously filed request, dated:
☐ amends a previously filed request, dated:

1. BASIS FOR CLAIM

- ☐ Goods Sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other (Describe briefly)

- ☐ Retiree benefits as defined in 11 U.S.C. §1114(a)
☐ Wages, salaries and compensations (Fill out below)

Provide last four digits of your social security number _____

2. DATE DEBT WAS INCURRED: January 16, 2024

3. TOTAL AMOUNT OF REQUEST AS OF ABOVE DATE: 97,115.08

☐ Check this box if the request includes interest or other charges in addition to the principal amount of the request. Attach itemized statement of all interest or additional charges.

4. Secured Claim

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- ☐ Real Estate ☐ Motor Vehicle
☐ Other (Describe briefly) _____

Value of Collateral: \$ _____

☒ Check this box if there is no collateral or lien securing your claim.

5. Credits: The amount of all payments have been credited and deducted for the purposes of making this request for payment of administrative expenses.

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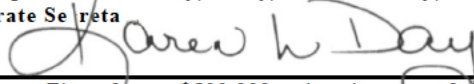
6. Supporting Documents: Attach copies of supporting documents, such as purchase orders, invoices, itemized statements of running accounts, contracts as well as any evidence of perfection of a lien.

DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

7. Date-Stamped Copy: To receive an acknowledgment of the filing of your request, enclose a self-addressed envelope and copy of this request.

Date:
9/30/2024

Sign and print below the name and title, if any, of the creditor or other person authorized to file this request attach copy of power of attorney, if any). Karen L. Day, Assistant Corporate Secretary



Penalty for presenting fraudulent claim Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

NOTE: The filing of this request will not result in the scheduling of a hearing to consider payment of your administrative claim but will result in the registry of your administrative claim with the Bankruptcy Court. If you wish to have a hearing scheduled on your claim, you must file a motion in accordance with D.N.J. LBR 3001-1(b).

rev.8/1/15

Supplement to Request for Payment of Administrative Expense Claim
Filed by SAS Institute Inc.

1. Proof of Claim: SAS Institute Inc. (“Claimant”) submits this supplement to its Request for Payment of Administrative Expense Claim (the “Administrative Claim”) filed against Debtor Rite Aid Hdqtrs. Corp. (“Debtor”) in Case No. 23-18999. On October 15, 2023 (the “Petition Date”), the Debtor and certain of its affiliates (collectively, the “Debtors”) filed petitions for relief under chapter 11 of the Bankruptcy Code.

Post-petition, on or about January 16, 2024, Claimant and the Debtor entered into that certain Order Form Number 2023-014467 (the “Order Form”) in respect of Master License Agreement Number 36530, pursuant to which Claimant provides certain software licensing services to the Debtor. A true and accurate copy of the Order Form is attached hereto as Exhibit A. The initial license period of the Order Form extended through September 14, 2024. On August 5, 2024, Claimant issued Invoice No. 70108456, in the amount of \$97,115.08 (the “Invoice”), to the Debtor for software license fees for the new license period beginning September 15, 2024 and extending through September 14, 2025. A true and accurate copy of the Invoice is attached hereto as Exhibit B. As of the date hereof, the Invoice has not been paid, yet the Debtor has continued to utilize the services. The Invoice represents amounts owed under a post-petition contract for services rendered post-petition, and Claimant’s Administrative Claim for such amounts is entitled to priority as an administrative expense claim.

Pursuant to the Debtors’ plan of reorganization, which was confirmed on August 16, 2024, all of the Debtors’ executory contracts and unexpired leases not specifically designated on a Schedule of Assumed Contracts were deemed rejected as of August 30, 2024. Although the new license period is entirely post-confirmation, this Administrative Claim is being filed out of an abundance of caution. In the event that the Order Form was rejected, all amounts owed under the

Invoice are entitled to administrative expense priority. Out of an abundance of caution, Claimant is also filing a rejection damages claim, which is not intended to be duplicative of this Administrative Claim.

2. Right to Amend: Claimant reserves the right to (a) amend and/or supplement this Administrative Claim at any time and in any manner; (b) to file additional proofs of claim for any additional claim(s) that may be based on the same or additional documents or grounds of liability; and (c) assert this Administrative Claim against a different debtor entity that may be responsible for the indebtedness. This Administrative Claim is not, and shall not be deemed to be, a waiver of any claim by Claimant.

3. Jurisdiction: The filing of this Administrative Claim is not and shall not be deemed or construed as (a) a waiver or release by Claimant of any rights against any person, entity or property; (b) a consent by Claimant to the jurisdiction of any court with respect to proceedings, if any, commenced in any case otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury, or Claimant's consent to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy or proceeding related thereto, notwithstanding the designation or not of such matters as core proceedings pursuant to 28 U.S.C. § 157 or otherwise; (d) a waiver or release of Claimant's right to have, or to assert that, any and all final orders in any and all matters or proceedings be entered only after *de novo* review by a judge of the United States District Court; (e) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Administrative Claim, any objection thereto or other proceeding which may be commenced in this case or otherwise involving Claimant; (f) an election of remedies or choice of law; (g) a waiver or release of or any other limitation on Claimant's right to assert that any

portion of the claims asserted herein are entitled to treatment as priority claims or as administrative claims under §§ 503(b) and 507(a) of the Bankruptcy Code; or (h) a waiver of any rights, claims, actions or defenses, setoffs, recoupments or other matters to which Claimant is entitled under any agreements, at law, in equity or otherwise.

EXHIBIT A

Order Form

**Order Form***

SAS Institute Inc. ("SAS") SAS Campus Drive Cary, NC 27513 USA Tel: (919) 677-8000 www.sas.com	Customer: Rite Aid Hdqtrs. Corp. ("Customer")	
	Address: 200 Newberry Commons, Etters, PA 17319	
	Taxpayer ID/VAT/GST Number:	Currency: USD

Software

The effective date will be earlier of the 15th or the last date of the month immediately following Customer's acceptance or signature.

Offering	Pricing Metrics, Quantity and Other Usage Parameters	Operating System
SAS IT Resource Management	Capacity Based (up to 3000 MIPS)	OS
SAS IT Resource Management Client	PC Use (5)	WNDW

* This Order Form supersedes and replaces Supplement Number 2 under Master License Agreement Number 36530 between SAS and Customer and transfers the Offerings listed on this Order Form from that agreement to this Order Form and Agreement and to the Customer listed above.

Term and Fees

Term	Fee	Committed Period	Option Period
License Period 1 (15SEP2023 through 14SEP2024)	\$87,255	√	
License Period 2 (15SEP2024 through 14SEP2025)	\$91,618	√	

Invoicing

SAS will cancel invoice number 70092744 dated 01AUG23 in the amount of \$94,252.02 on or around execution of this Order Form. Fee for License Period 1 will be invoiced on or around the date Customer executes this Order Form. The Fee for License Period 2 will be invoiced in advance of License Period 2. Payment terms for all invoices are net sixty (60) days.

Pricing Metrics and Additional Usage Parameters

- **Enterprise Use** - For this Order Form, the Territory is global. Users may use the Offering for the benefit of Customer and its Related Entities, subject to the applicable Pricing Metric. Unless the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering. If Customer expands the use of the Offering to benefit additional Related Entities, Customer will notify SAS of any increase to the Pricing Metric quantity and pay any applicable additional Fees. If the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is calculated separately for each Authorized Environment used for production purposes based on the processing capacity of the Authorized Environment.
- **PC Use** - The Fee is based on the greater of either (i) the total number of Users (not concurrent) authorized to access the Software or (ii) the total number of personal computers on which the Software will be installed and available for processing on the designated operating system.
- **Capacity Based** – The Fee is based on the total processing power of the Authorized Environment on which the Software is installed. With respect to server hardware, processing power includes each processor core contained within the Authorized Environment. With respect to mainframe hardware, processing power is based on Millions of Instructions Per Second (“MIPS”).

Additional Terms applicable during the Committed Period:

The following is added to Section 15 (Insurance) of the Universal Terms: The Commercial General Liability and Automobile Liability policies will include Customer, its affiliates and subsidiaries, as an additional insured.

The first sentence of the *Applicability* subsection 10.3 under the Universal Terms is superseded and replaced with the following:

Applicability. This section does not apply to: (a) the *Indemnification by SAS* section, (b) the *Indemnification by Customer* section, (c) claims arising out of SAS' intentional or willful misconduct, or (d) either party's violation of the other's intellectual property rights.

The first sentence of the *Indemnification by SAS* section of the Universal Terms is superseded and replaced with the following:

Provided Customer complies with the Agreement, SAS will defend and indemnify Customer for any third-party claim against Customer for: (a) any copyright, patent, trade secret or other intellectual property rights violation relating to the Software, Work Product, or any Software or Work Product included in a SAS Cloud Offering; (b) bodily injury, death or damage to tangible property, arising solely from actions for which SAS is legally responsible; or (c) damages arising out of SAS' intentional or willful misconduct.

How this Order Form Works

This Order Form is governed by and incorporates the following documents. All documents are listed in order of precedence, and are collectively referred to as the “**Agreement**”:

Document	Location*
This Order Form	Not Applicable
Software Addendum	https://www.sas.com/addendum-software
SAS Universal Terms	https://www.sas.com/universal-terms

The individual signing or accepting this Order Form must have the authority to bind Customer to the Agreement.

Accepted on behalf of Customer by

DocuSigned by:

Full Name *Christine Rose*

Date Accepted: 1/16/2024 | 8:09 AM CST

SAS INTERNAL USE:

5859370 COMIT
ECS/08JAN24
T31093

EXHIBIT B

INVOICE



SAS INSTITUTE INC. (US) Document Page 10 of 11
 SAS Campus Dr
 Cary, NC 27513-8617
 US
 Tel: 1-919-677 8000
 Fax: 1-919-695 4444
 Federal ID No: 56-1133017
 www.sas.com

Invoice 70108456
 License Agreement 36530

CONFIDENTIAL

Bill To	Tax Address	Invoice Date	05-Aug-2024
Elizabeth Braddock		Payment Terms	Net 60 Days
Rite Aid Headquarters Corp	Rite Aid Headquarters Corp	Customer No	4018331
200 Newberry Cmns	200 Newberry Cmns	Purchase Order No	
Etters, PA 17319	Etters, PA 17319		
United States	United States		

Total in USD	97,115.08
	Due 04-Oct-2024

Remittance Instructions

For immediate payment application, you are required to include **Invoice 70108456** and **Customer No 4018331** on your remittance. For inquiries, please email accounts.receivable@sas.com or call (919) 531-9400.

Transfer payment

Bank	Bank of America
Name	SAS Institute Inc.
Account #	8108
ACH #	0-196
WIRE #	9-593
SWIFT #	BOFAUS3N
Remittance	paymentdetail@sas.com

Credit card payments

<https://www.sas.com/paysas>

Mail payment

SAS Institute Inc.
 PO Box 406922
 Atlanta, GA 30384-6922

Description	Amount
ID 518754	
15-Sep-2024 to 14-Sep-2025	
70047200/SAS Software License Fees	91,618.00
Tax for Etters, PA, York County, 17319-9363 - 6.000%	5,497.08
<hr/>	
Line Total	91,618.00
Tax Total	5,497.08
Total in USD	97,115.08

Additional Notes

Primary Customer Contact: Ensono LLC



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SAS Campus Dr
Cary, NC 27513-8617
US
Tel: 1-919-677 8000
Fax: 1-919-695 4444
Federal ID No: 56-1133017
www.sas.com

Invoice 70108456
License Agreement 36530

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